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UNITED STATES
BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:

LEEWARD HOTELS, L.P., an Arizona
limited partnership,

Debtor.

Chapter 11 Proceedings

Case No. B-99-09162-ECF-GBN

**STIPULATED INTERIM ORDER
REGARDING CASH COLLATERAL
[January 2000]**

This matter came before the Court initially on the "Motion to Use Cash Collateral" ("Motion") filed by the Debtor Leeward Hotels, L.P. ("Debtor"). A hearing was held on August 6, 1999 at which time the Court approved a "Stipulated Interim Order Regarding Cash Collateral" entered into between the Debtor and LaSalle/Amresco. The Court approved a second stipulated order on October 5, 1999, a third stipulated order on October 12, 1999 and a fourth stipulated order on November 17, 1999. The parties have requested the Court to approve a fifth interim order on the following terms and conditions. Based on the parties' stipulation, the Court hereby finds, concludes and orders as follows:

1. Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code on August 2, 1999. Debtor operates its business as a debtor-in-possession pursuant to 11 U.S.C. § 1107 and 1108.
2. Debtor owns and operates a hotel property known as the Ramada Inn - East Albuquerque Hotel, 25 Hotel Circle, Bernalillo County, Albuquerque, New Mexico in which LaSalle/Amresco claims a first lien position interest (referred to as "Hotel").

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2 3. Without waiving any rights they may assert in the future as to whether certain funds
3 generated by the Hotel constitute cash collateral, the parties agree that the Debtor may utilize income generated
4 by the Hotel to pay for the expenses itemized on the budget attached hereto as Exhibit A ("Budget"), with a
5 variance of 5 percent for line items identified as "Repairs and Maintenance" and "Utilities." Debtor may not use
6 such income to pay for fees to any parties related to the Debtor with the exception of the amounts payable to
7 Kilburg Management, L.L.C., pursuant to the current Management Agreement.

8 4. The Debtor agrees that income generated by the Hotel shall not be utilized to pay medical
9 benefits or bonuses for administrative personnel of Kilburg Management, L.L.C.

10 5. In addition to the expenses itemized on the Budget, Debtor shall be permitted to reserve
11 effective September 1, 1999 a total amount of 5 percent of gross revenues per month ("Reserve") for minor
12 capital expenditures. The Reserve shall be held by LaSalle/Amresco in a separate interest-bearing account.
13 Debtor shall submit to LaSalle/Amresco any requests to expend monies from the Reserve. LaSalle/Amresco shall
14 have 5 business days from the receipt of such request to respond. If LaSalle/Amresco consents to the expenditure
15 or fails to respond timely, the Debtor may use the Reserve funds requested. Otherwise, Debtor shall be required
16 to obtain consent or Court approval to utilize the funds.


17 6. Debtor agrees to provide to LaSalle/Amresco on a weekly basis a report including all
18 expenditures for the Hotel in a form reasonably satisfactory to LaSalle/Amresco.

19 7. Debtor agrees to segregate in an interest-bearing account all income in excess of that
20 expended in accordance with the Budget and agrees further that it will not commingle the income from any of
21 the Hotel with income generated by other properties owned by the Debtor.

22 8. Without waiving any rights regarding the extent, validity and priority of
23 LaSalle/Amresco's asserted security interests in certain property of Debtor's estate, Debtor agrees to grant to
24 LaSalle/Amresco a perfected first position lien on the income generated by the Hotel which the Debtor asserts
25 is unencumbered to the extent of the use of any income from the Hotel in accordance with the Budget during the
26 term of this Stipulated Order.
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9. This Stipulated Order shall expire at 5:00 p.m. March 10, 2000, unless otherwise extended by the Court. A hearing shall be held on the 6th day of March, 2000, at 9:30 to consider the extended use of cash collateral.

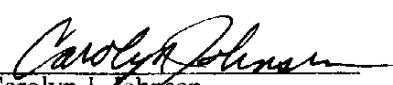
DATED this 10th day of January, 2000.


Honorable George B. Nielsen, Jr.

APPROVED AS TO FORM AND CONTENT:

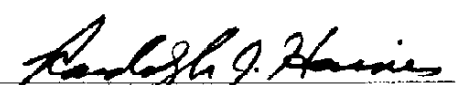
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- ↳ **Protonen Budget**

- ↳ **Protonen Budget**

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	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400																																																																																																																																																																																																																																																																																																																																																																	
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Country	Year	Population	Area	Population Density	Area Density	Population Density	Area Density
Algeria	1980	12,000,000	2,381,474	504	21	504	21
Algeria	1985	13,000,000	2,381,474	546	23	546	23
Algeria	1990	14,000,000	2,381,474	588	25	588	25
Algeria	1995	15,000,000	2,381,474	630	27	630	27
Algeria	2000	16,000,000	2,381,474	672	29	672	29
Algeria	2005	17,000,000	2,381,474	714	31	714	31
Algeria	2010	18,000,000	2,381,474	756	33	756	33
Algeria	2015	19,000,000	2,381,474	798	35	798	35
Algeria	2020	20,000,000	2,381,474	840	37	840	37
Algeria	2025	21,000,000	2,381,474	882	39	882	39
Algeria	2030	22,000,000	2,381,474	924	41	924	41
Algeria	2035	23,000,000	2,381,474	966	43	966	43
Algeria	2040	24,000,000	2,381,474	1,008	45	1,008	45
Algeria	2045	25,000,000	2,381,474	1,050	47	1,050	47
Algeria	2050	26,000,000	2,381,474	1,092	49	1,092	49
Algeria	2055	27,000,000	2,381,474	1,134	51	1,134	51
Algeria	2060	28,000,000	2,381,474	1,176	53	1,176	53
Algeria	2065	29,000,000	2,381,474	1,218	55	1,218	55
Algeria	2070	30,000,000	2,381,474	1,260	57	1,260	57
Algeria	2075	31,000,000	2,381,474	1,302	59	1,302	59
Algeria	2080	32,000,000	2,381,474	1,344	61	1,344	61
Algeria	2085	33,000,000	2,381,474	1,386	63	1,386	63
Algeria	2090	34,000,000	2,381,474	1,428	65	1,428	65
Algeria	2095	35,000,000	2,381,474	1,470	67	1,470	67
Algeria	2100	36,000,000	2,381,474	1,512	69	1,512	69
Algeria	2105	37,000,000	2,381,474	1,554	71	1,554	71
Algeria	2110	38,000,000	2,381,474	1,596	73	1,596	73
Algeria	2115	39,000,000	2,381,474	1,638	75	1,638	75
Algeria	2120	40,000,000	2,381,474	1,680	77	1,680	77
Algeria	2125	41,000,000	2,381,474	1,722	79	1,722	79
Algeria	2130	42,000,000	2,381,474	1,764	81	1,764	81
Algeria	2135	43,000,000	2,381,474	1,806	83	1,806	83
Algeria	2140	44,000,000	2,381,474	1,848	85	1,848	85
Algeria	2145	45,000,000	2,381,474	1,890	87	1,890	87
Algeria	2150	46,000,000	2,381,474	1,932	89	1,932	89
Algeria	2155	47,000,000	2,381,474	1,974	91	1,974	91
Algeria	2160	48,000,000	2,381,474	2,016	93	2,016	93
Algeria	2165	49,000,000	2,381,474	2,058	95	2,058	95
Algeria	2170	50,000,000	2,381,474	2,100	97	2,100	97
Algeria	2175	51,000,000	2,381,474	2,142	99	2,142	99
Algeria	2180	52,000,000	2,381,474	2,184	101	2,184	101
Algeria	2185	53,000,000	2,381,474	2,226	103	2,226	103
Algeria	2190	54,000,000	2,381,474	2,268	1	2,268	1

Total Gross Profit	56,200	83,868	112,148	126,412	164,528	151,178	166,407	145,063	168,018	216,743	163,588	122,928	1,668,266
Operational Summary													
Administrative & General	25,418	22,313	23,902	23,036	23,161	24,070	23,162	23,457	24,570	26,688	22,705	23,174	207,340
Advertising & Promotion	18,912	23,477	26,545	26,357	26,378	26,148	26,828	25,705	26,427	22,741	24,343	24,225	316,537
Research & Development	11,132	10,960	13,962	13,962	16,978	17,215	18,941	18,612	18,632	20,410	17,162	13,641	197,357
Repairs & Maintenance	18,537	12,834	12,894	13,907	13,287	13,034	13,052	13,099	13,699	13,852	13,659	12,006	82,278
Franchise Fees	3,648	4,202	5,527	4,402	9,248	7,901	8,270	3,281	7,128	11,615	17,13	5,222	55,067
Total Operational Summary	76,641	73,886	80,662	81,664	86,662	86,688	86,797	86,068	91,276	103,707	81,668	61,291	1,067,871
Depreciation	(16,350)	(16,301)	(48,457)	(43,108)	(74,536)	(81,479)	(74,120)	(62,894)	(64,712)	(58,673)	(60,649)	(42,848)	(662,517)
Total Depreciating Assets													
Management Fees	3,579	4,100	6,137	5,980	7,265	6,945	7,311	6,980	7,054	8,264	6,904	8,082	77,956
Insurance	2,038	2,406	2,406	2,406	2,406	2,406	2,406	2,406	2,406	2,406	2,406	2,406	20,880
Leases	0	1,032	1,587	1,587	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	13,857
Real Estate (Property) Taxes	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	40,000
Total Operating Profit	(26,082)	(2,486)	11,346	30,308	57,411	(45,843)	56,578	(4,534)	(68,204)	111,082	(60,722)	27,280	(467,758)

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